

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
WESTERN DIVISION**

MERRY F. SHANE, Individually and on
Behalf of All Others Similarly Situated,

Plaintiff,

V.

AMCORE FINANCIAL, INC., JOHN A.
HALBROOK, FREDERICK D. HAY,
STEPHEN S. ROGERS, JOHN W.
GLEESON, WILLIAM R. MCMANAMAN,
JACK D. WARD, PAULA A. BAUER, PAUL
DONOVAN, TERESA IGLESIAS-
SOLOMON, JUDITH CARRÈ SUTFIN,
DONALD H. WILSON, and DOES 1-20,

Defendants.

Civil Action No.: 3:10-cv-50089
(Consolidated with Civil Action No.
3:10-cv-50132)

**[PROPOSED] ORDER APPOINTING
INTERIM CLASS AND INTERIM LIAISON COUNSEL**

This Court, having considered the motion of Plaintiff Merry F. Shane for appointment of interim class counsel and liaison counsel, hereby orders as follows:

IT IS HEREBY ORDERED THAT:

1. Pursuant to Fed. R. Civ. P. 23(g), the law firms of Rigrodsky & Long, P.A. and the Egleston Law Firm are appointed interim class counsel for the proposed class.
2. Interim class counsel is vested by the Court with the following responsibilities and duties:

(a) To coordinate the preparation and filing of a Consolidated Amended Complaint, and any subsequent pleadings;

(b) To coordinate the briefing and argument of all motions;

(c) To coordinate and conduct all discovery, pre-trial and trial proceedings for all plaintiffs;

(d) To call meetings of plaintiffs' counsel as they deem appropriate or necessary from time to time;

(e) To initiate and conduct all settlement negotiations for plaintiffs with counsel for defendants;

(f) To provide general coordination of activities of counsel on their side and to delegate work responsibilities to selected counsel as may be required; and

(g) To perform such other duties as may be expressly authorized by further order of the Court.

3. Interim class counsel shall make all work assignments in such a manner as to conduct the orderly and efficient prosecution of this litigation and to avoid duplicative or unproductive effort.

4. Defendants' counsel may rely upon all agreements made with interim class counsel and such agreements shall be binding on all plaintiffs.

5. No motion, request for discovery, or other pretrial proceeding shall be initiated or served by any plaintiff except through interim class counsel.

6. Pursuant to Fed. R. Civ. P. 23(g), Meyer & Horning, P.C. is appointed interim liaison counsel for the proposed Class.

Dated: _____, 2010

UNITED STATES DISTRICT JUDGE